



# WASHOE COUNTY

"Dedicated To Excellence in Public Service"

[www.co.washoe.nv.us](http://www.co.washoe.nv.us)

CM/ACM KS  
Finance DN  
DA LA  
Risk Mgmt. DT  
HR N/A  
Other N/A

## STAFF REPORT

BOARD MEETING DATE: SEPTEMBER 23, 2014

**DATE:** August 26, 2014  
**TO:** Board of County Commissioners  
**FROM:** Wendy Pitts, Washoe County Property Program Manager,  
Community Services Department, 328-2045 [wpitts@washoecounty.us](mailto:wpitts@washoecounty.us)  
**THROUGH:** Dave Solaro, Arch., P.E., Director  
Community Services Department, 328-2040, [dsolaro@washoecounty.us](mailto:dsolaro@washoecounty.us)  
**SUBJECT:** Adopt a Resolution of Intent to Lease declaring Washoe County's intent to lease the Galena Residence, located within the Galena Park located at 18350 Mt. Rose Hwy, to the Great Basin Institute, a Nevada non-profit, as authorized within NRS 244.284; and other matters properly related thereto. (Commission District 1.)

### SUMMARY

This item is a Resolution recognizing the Great Basin Institute (GBI) partnership with the Washoe County Parks for the operation of the Galena Creek Visitors Center and use of the Galena residence in order to continue the partnership established in 2009.

Due to budgetary constraints and the reduction of staff in the Parks and Open Space program, an agreement was reached in 2009, whereby GBI has been providing volunteer and staff support in performing various services at Galena Creek Visitors Center. The original agreement in 2009, received support from the Open Space and Regional Park Commission and subsequent approval by the Board of County Commissioners (Board).

GBI has organized and executed a host of community programs including Great Basin Naturalists Camps, Residential Outdoor School, Teen Leadership Academy, guided hikes, and interpretive programs to benefit the community. GBI has also developed an exceptional volunteer program.

GBI has performed in-kind services including running the daily operation of the Galena Creek Visitor Center, environmental-based community programs, and resource management support.

These programs have proven beneficial to the Parks and Open space program, and the resulting partnership has provided an essential service to the community. In return for these services GBI has been authorized to utilize the Galena Creek residence, without cost or expense.

Strategic Objective supported by this item: Sustainability of our financial, social and natural resources.

### PREVIOUS ACTION

On September 2, 2014, the Open Space and Regional Park Commission recommended approval of a lease agreement with GBI.

AGENDA ITEM # 6I6

On October 13, 2009, the Board of County Commissioners approved a lease agreement between Washoe County and Great Basin Institute.

### **BACKGROUND**

The Galena Creek Recreation Area including the Galena Creek Visitor Center is located on federal land adjacent to Washoe County's Galena Creek Regional Park. Washoe County in conjunction with the USDA Forest Service executed a Memorandum of Understanding and Collection Agreement with the US Forest Service for construction and operations of the area including the visitor center.

Due to budgetary constraints and the reduction of staff in the Parks and Open Space program, staff developed a partnership program with the Great Basin Institute to provide staffing and volunteers to operate the new Visitor's Center, in exchange for occupying the residence rent free.

GBI has offered in-kind services in consideration of rent for the residence at Galena Creek Regional Park since 2009. GBI has utilized the residence as housing for staff members assigned to the operation of the Galena Creek Visitor Center. The details of the in-kind services provided by GBI was negotiated and outlined in the lease agreement, and the Parks staff has confirmed that GBI has benefitted our community and this partnership should be extended.

To date all of the commitments made to Washoe County by GBI, have been fulfilled, including keeping the Visitor's Center open year- round, with staff and volunteers, providing nature-based community program, promoting retail sales and maintaining inventory of souvenirs, books, maps and nature orientated items and informational brochures. GBI has also complied with all obligations regarding maintenance.

Therefore staff recommends this Resolution in support of the Lease agreement with the on-going commitment by The Great Basin Institute to perform the operational tasks as identified in Exhibit A of the Lease agreement.

### **FISCAL IMPACT**

Washoe County will incur expenditures for the repairs and maintenance of the structures and minor costs for the heating, air conditioning and water to the premises which will be covered within the Community Services Operation cost center 14053.

### **RECOMMENDATION**

It is recommended the Board of County Commissioners adopt a Resolution of Intent to Lease declaring Washoe County's intent to lease the Galena Residence, located within the Galena Park located at 18350 Mt. Rose Hwy, to the Great Basin Institute, a Nevada non-profit, as authorized within NRS 244.284; and other matters properly related thereto.

### **POSSIBLE MOTION**

Should the Board agree with the recommendation, a possible motion would be:

"Move to adopt a Resolution of Intent to Lease declaring Washoe County's intent to lease the Galena Residence, located within the Galena Park located at 18350 Mt. Rose Hwy, to the Great Basin Institute, a Nevada non-profit, as authorized within NRS 244.284; and other matters properly related thereto."

## **RESOLUTION OF INTENT TO LEASE**

A RESOLUTION DECLARING WASHOE COUNTY'S INTENT TO LEASE THE GALENA RESIDENCE, LOCATED WITHIN THE GALENA PARK LOCATED AT 18350 MT. ROSE HWY, TO THE GREAT BASIN INSTITUTE, A NEVADA NON-PROFIT, AS AUTHORIZED WITHIN NRS 244.284; AND OTHER MATTERS PROPERLY RELATED THERETO.

**WHEREAS**, Washoe County owns a building within the Galena Creek Regional Park which is not needed for the public purposes of the County, known as the Galena Residence; and

**WHEREAS**, The Great Basin Institute has been occupying and utilizing the building to provide partner services to the county residents and community through a previous lease agreement approved by the Board of County Commissioners in October 2009; and

**WHEREAS**, Nevada Revised Statutes 244.284, authorizes the Washoe County Board of Commissioners to lease any of the real property of the County, if such property is not needed for the public purposes of the County, and is leased to a corporation for public benefit; and

**WHEREAS**, the property will actually be used for charitable or civic purposes, under such terms and conditions as seems proper to the Board of County Commissioners; and

**WHEREAS**, The Great Basin Institute has requested that Washoe County, waive the lease cost for the space and allow an additional a thirty-six month (36) month term commencing October 1, 2014; and

**NOW, THEREFORE BE IT RESOLVED**, by the Washoe County Board of Commissioners:

1. That it has the authority to lease said property to The Great Basin Institute without offering said real property to the public as authorized within 244.284; and
2. The Great Basin Institute has requested waived rent, The Board of County Commissioners hereby determine the rental amount for this occupancy is waived; and
3. Upon approval by the Washoe County Board of Commissioners at its regularly scheduled meeting, hereby confirms the terms and conditions of the attached lease are deemed proper, the rent shall be waived, and upon approval the Chairman is hereby authorized to execute lease and to deliver it to Lessee.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2014 by the following vote:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

\_\_\_\_\_  
David Humke, Chairman  
Washoe County Commission

ATTEST:

\_\_\_\_\_  
Nancy Parent, County Clerk

## **LEASE AGREEMENT**

**THIS AGREEMENT (“Agreement”)** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between Washoe County, Nevada, a political subdivision of the State of Nevada, hereinafter called “Lessor,” and The Great Basin Institute, a Nevada non-profit corporation qualified as an Internal Revenue Code 501(c)3 entity that also satisfies non-profit conditions set forth in Nevada Revised Statutes 244.284, hereinafter called, “Lessee”.

### **WITNESSETH:**

**WHEREAS**, Lessor is the sole owner of the Premises located at 18350 Mt. Rose Highway, Washoe County and is further described below, which area is not currently needed for the public purposes of Washoe County; and

**WHEREAS**, Lessee, is a qualified non-profit corporation organized in the State of Nevada, currently in good standing, which partners with many federal, state and local agencies within in our community; and

**WHEREAS**, the Parties are authorized to cooperate in the provision of services as defined within Nevada Revised Statutes 244.284; and

**WHEREAS**, the Parties desire by this Agreement to define their respective rights, duties and liabilities relating to the Premises; and

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

**SECTION ONE**  
**DESCRIPTION OF PREMISES**

Lessor hereby leases unto Lessee, and Lessee hereby leases from Lessor, approximately 1,700 (+-) sf of space (Premises”) in the building generally known and designated as the Galena Residence at Galena Creek Regional Park, Washoe County Nevada (“building”), together with the non-exclusive use of the common areas, parking areas, entrances, and restrooms.

Unless otherwise specified, “Premises” shall include only that portion used exclusively by Lessee.

**SECTION TWO**  
**TERM OF THIS AGREEMENT**

The term of this Agreement shall be for a thirty six (36) month term, commencing October 1, 2014 through September 30, 2017, unless sooner terminated or extended upon mutual agreement of the parties or as otherwise provided herein.

**SECTION THREE**  
**RENTAL**

As long as Lessee remains a qualified Nevada non-profit corporation in good standing, engaged primarily in providing civic or charitable work, Lessee may occupy the Premises. In consideration of the no cost occupancy, Lessee agrees to provide In-kind services to Lessor and the Community as outlined in Exhibit “A” attached hereto, and which may be amended from time to time, is made part of this agreement and Lessee agrees to provide said services.

**SECTION FOUR**  
**RENEWAL OPTION**

In the event Lessee is in compliance with its duties and obligations under this Agreement, remains a non-profit in Nevada in good standing engaged primarily in civil and charitable work, and continues to use the Premises only for a charitable or civic purpose, Lessee shall have one (1) option to renew this Agreement for an additional twenty four (24) month term, as long as Lessor does not need the space for its purposes. Said option shall be exercised by the Lessee delivering a

written request to Lessor not less than ninety (90) days prior to the end of the then current term and Lessor's Board of County Commission approving it.

## **SECTION FIVE**

### **USE OF PREMISES AND PARKING**

A. Lessee shall not use or permit the Premises or any part thereof to be used for any purpose other than the conduct of the necessary business of the Lessee.

B. Lessee shall not conduct or at any time knowingly permit its employees, agents or visitors to conduct activity on the Premises that is unlawful or in violation of any federal or state statute, code or regulation. The Premises shall not be used for storage, transfer, processing, etc. of any toxic or hazardous materials.

C. Lessee agrees to comply with all Washoe County Rules and Restrictions regarding residential occupancy compliance and access as established by Washoe County, and shall respect all special events parking and shared use areas in cooperation with County staff, Community partners and guests.

## **SECTION SIX**

### **MAINTENANCE, ALTERATIONS AND IMPROVEMENTS**

A. Lessee hereby acknowledges that the Premises are in good condition and are architecturally acceptable to Lessee, and shall not be altered, repaired or changed without the prior written consent of Lessor. Prior to commencement of any alteration or improvement, Lessee shall prepare plans and specifications of such work and submit same to Lessor.

B. Lessee agrees that it shall not paint, erect partitions, install or change any doors or windows, or place any nails, screws or other implements or fasteners into the woodwork or walls without the prior written consent of the Lessor.

C. Lessor reserves the right from time to time at its own expense to make such improvements, alterations, renovations, changes, and repairs in and about the Premises as Lessor shall deem desirable. Except where such improvements, alterations, changes and repairs unreasonably disrupt Lessee's use and peaceful enjoyment of the Premises, Lessee shall make no claim against Lessor for abatement of rent for interference with Lessee's leasehold interest or for

loss or damage to its business during such improvements, alterations, renovations, changes and repairs.

D. The parties agree that all the erections, additions, fixtures and improvements, excepting only decorative items and movable office furniture, made in or upon the Premises shall be Lessor's property and shall remain upon the Premises at the termination of this Agreement by lapse of time or otherwise, without compensation to Lessee.

E. The erection, construction, installation or making of any approved improvements shall be accomplished and completed in a workmanlike manner and in compliance with all applicable state and municipal laws and regulations.

F. Lessee shall keep the Premises free from any liens arising out of any work performed, or materials furnished, or obligations incurred by Lessee.

## **SECTION SEVEN UTILITIES AND TELEPHONE**

A. Lessor shall supply heating, electricity and water to the Premises. In this connection, it is mutually understood and agreed that Lessor shall not be liable for damages, by abatement of rent or otherwise, for failure to furnish or delay in furnishing of heat and air conditioning when such failure to furnish or delay in furnishing is occasioned by strikes, lockouts, labor controversies, accident or casualty, or any cause beyond the reasonable control of Lessor.

B. Lessee will be responsible for the installation and payment of all telephone service, including connectivity lines, fax and computer lines, incident to its business. Any work in this regard must be first submitted to Lessor's attention Community Services Department, Property Division.

C. Lessee shall be provided keys to the front door entrance. Lessee agrees to not duplicate any keys and shall request copies from Lessor. In the event that Lessee has a lost or missing key, Lessee shall pay for all costs associated with re-keying the Premises and replacement keys if there are other occupants in the building.

D. If Lessee is the last one to depart the building on any day, Lessee shall check and secure the entire building and set the alarm. In the event Lessee does not secure the



building and Lessor is required to respond with a staff member, Lessor shall bill and Lessee shall pay for reasonable charges for Lessor's emergency response.

## **SECTION EIGHT**

### **JANITORIAL**

Lessee shall provide janitorial services to the Premises in accordance with Lessor's current schedules without cost to Lessor, all custodial expense shall be at the sole cost and expense of Lessee.

## **SECTION NINE**

### **REPAIRS AND INSPECTIONS**

A. Lessor shall be responsible for making all routine repairs and for performing routine maintenance to the Premises, at Lessor's sole expense. Lessee agrees that all damage done to the Premises by Lessee or its invitees or any person present because of Lessee's occupation of the Premises, shall be paid by Lessee.

B. Lessee shall keep the Premises free from any liens arising out of any work performed, or materials furnished, or obligations incurred by Lessee.

C. Lessor shall maintain, at its sole cost and expense, the roof, exterior walls and windows of said building in which the Premises are located.

D. Lessee shall permit Lessor or its authorized agents to enter into and upon the Premises at all reasonable times for the purpose of inspecting the same, or for the purpose of making repairs or maintaining the building in which the Premises are located.

## **SECTION TEN**

### **SIGNS**

Lessee agrees that no sign or advertisement shall be painted or affixed to any part of the outside or inside of the building in which the Premises are located except as authorized by Community Services Department, Operations Division.

## **SECTION ELEVEN**

### **WAIVER**

Any failure on the part of either party to take action against the other for any breach of covenant herein shall not be construed to constitute a waiver of any other or subsequent breach.

## **SECTION TWELVE**

### **DESTRUCTION OF PREMISES**

A. In the event of a partial destruction of said Premises or the building of which the said Premises is a part from any cause attributable to the fault of Lessor, Lessor shall forthwith repair the same within sixty (60) days, provided such repair can be made within said period under the laws and regulations of state, federal, county or municipal authorities and Lessor wishes to make such repairs. If required repairs are commenced promptly, this Agreement shall not be modified. If such repairs cannot be made in sixty (60) days or if Lessor does not wish to make the repairs, this Agreement may be terminated at the option of Lessor. In the event that the building in which the Premises may be situated be destroyed to the extent of not less than thirty-three and one-third ( $33 \frac{1}{3}$ ) percent of the replacement cost thereof, Lessor may elect to terminate the Agreement, whether the Premises be injured or not. A total destruction of the building in which said Premises are situated shall terminate this Agreement. This provision is not intended to affect the rights of either party to seek recovery against the person responsible for the damages.

B. Lessor shall provide Lessee with notice of intent regarding the decision to make or delay repairs within ten (10) working days of the event creating the damage or destruction contemplated in this Agreement.

## **SECTION THIRTEEN**

### **CONDEMNATION**

In the event that any part of the Premises shall be condemned or taken by any county, federal, state or other authority for any purpose, then the term of this Agreement shall cease on the part so taken from the day the possession of that part is required for any public purpose. Thereafter the Lessee or the Lessor shall have the right to either cancel this Agreement or to continue in the possession of the remainder of the same under the terms herein provided,

except that the area of occupancy shall be reduced in proportion to the area of that portion of the Premises taken for such public purpose. All damages awarded for the taking of the Premises for any public purpose shall belong to and be the property of the party suffering such damage whether such damage be awarded as compensation for diminution in value to the leasehold or to the fee of the Premises.

## **SECTION FOURTEEN**

### **INDEMNIFICATION**

A. Pursuant to Nevada Revised Statutes, Chapter 41 and without waiving any provisions thereof, Lessee shall hold harmless, indemnify and defend Lessor from and against any loss, damage, claim, suit or liability due to injury, including death, or property damage, to any third party arising out of the negligent or alleged negligent acts or omissions of the Lessee, its agents, contractors or employees, arising out of the use of the Premises or Lessee's duties and responsibilities under this Agreement

B. Pursuant to Nevada Revised Statutes, Chapter 41 and without waiving any provisions thereof, Lessor shall hold harmless, indemnify and defend Lessee from and against any loss, damage, claim, suit or liability due to injury, including death, or property damage, to any third party arising out of the negligent or alleged negligent acts or omissions of the Lessor, its agents, contractors or employees, concerning the Premises and the Lessor's duties and responsibilities pursuant to this Agreement.

## **SECTION FIFTEEN**

### **INSURANCE**

A. Lessor, at its sole cost and expense, shall:

(1) Secure and maintain fire and extended insurance, or provide for such through its Self-funded Insurance Program, on the building in which the Premises is located in an amount and coverage determined by Lessor during the term or any extended term of this Agreement.

(2) Secure and maintain through its Risk Management Division a Self-Funded Insurance Program, of comprehensive or commercial general liability coverage (occurrence form), in an amount of not less than \$1,000,000 per occurrence, and at least \$2,000,000 annual aggregate during the term of this Agreement.

B. Lessee, at its sole cost and expense, shall:

(1) Secure fire insurance on all contents owned by the Lessee located at the demised Premises.

(2) Lessee may fund any financial obligation relating to its negligence, auto and liability through either a self-funded program or through an Insurance Carrier maintaining an A rating by A.M. Best. Any and all claims related to the use of the demised Premises by Lessee shall be forwarded to Lessor in a timely manner.

(3) Secure and maintain a comprehensive or commercial general liability coverage (occurrence form), in an amount of not less than \$1,000,000 per occurrence, and at least \$2,000,000 annual aggregate during the term of this Agreement.

(4) Lessee hereby expressly waives and releases any cause of action or right of recovery which Lessee may have hereafter against the Lessor for any loss or damage to the demised Premises, or to the contents thereof belonging to either, caused by fire, explosion, or any other risk; and,

(5) Lessee shall obtain a waiver from any insurance carrier with which Lessee carries fire, explosion or any other risk coverage insuring the Premises or the contents thereof releasing its subrogation rights against Lessor.

(6) In the event Lessee's occupancy causes any increase of premium for Lessor's insurance on the Premises, or any parts thereof, above the rate applicable to the type of occupancy identified in this Agreement, Lessee shall have fifteen (15) days after receipt of written notification from Lessor of such increase to correct or mitigate said circumstances which resulted in the need for a premium increase. If Lessee is unable to mitigate or correct said hazardous occupancy, Lessee shall upon written agreement pay the increased premium or terminate said Agreement.

## **SECTION SIXTEEN**

### **FUNDING OUT CLAUSE**

Pursuant to NRS 244.320, in the event Lessor fails to appropriate budget funds specifically for the purpose of maintaining the Premises, in any subsequent fiscal year after the effective date of the Agreement, Lessee hereby agrees to cancel this Agreement and hold Lessor

harmless from any penalty, charge or sanction. Lessor agrees to provide written notice to Lessee of this eventuality, should it occur.

## **SECTION SEVENTEEN**

### **COSTS AND ATTORNEY'S FEES**

Should either party hereto institute any action or proceeding to enforce or interpret any provision hereof or for damages by reason of an alleged breach of any provision of this Agreement, neither party shall be entitled to recover any amount as reasonable attorney's fee, for any reason even if said party is deemed to be the prevailing party in such action or proceeding. Costs of suit may be awarded as allowed by law.

## **SECTION EIGHTEEN**

### **CHOICE OF LAW; VENUE**

This Agreement shall be construed in accordance with and be governed by the laws of the State of Nevada. All parties hereto consent to the personal jurisdiction of the state court located in Washoe County, Nevada and to the service of process by any means authorized by such state court or under the laws of the State of Nevada. The exclusive venue of any action, proceeding or counterclaim arising out of or in connection with this Agreement shall be Washoe County, Nevada.

## **SECTION NINETEEN**

### **QUIET ENJOYMENT**

Lessee, while in compliance with the terms and covenants herein, is entitled to the quiet enjoyment of the Premises for the term hereby created.

## **SECTION TWENTY**

### **NOTICES**

All notices and demands which may be required to be served upon the respective parties to this Agreement shall be in writing and may be served either personally or by certified mail, postage prepaid, addressed to Lessee, \_\_\_\_\_, Reno, Nevada \_\_\_\_\_ and upon Lessor, to Director, Community Services Department, P.O. Box 11130, Reno, NV 89520-0027

or at such other address as the parties may designate and serve upon the other. Any service by mail shall be deemed served upon deposit with the United States Post Office.

## **SECTION TWENTY-ONE HAZARDOUS SUBSTANCES**

A. Lessee shall not cause or permit any hazardous substances to be used, stored, manufactured, released or disposed in or upon the Premises, except in the minimum quantities as are customary and usual in connection with Lessee's permitted use. If the Premises become contaminated as a result of a violation by Lessee of this Section Twenty One, for which Lessee is legally liable, Lessee shall indemnify, defend and hold Lessor harmless from all related claims, judgments, penalties, costs or losses, including all expenses incurred for investigation, removal, remediation and restoration mandated by federal, state and local governments, together with Lessor's attorney's fees.

B. If hazardous substances have been used, stored, manufactured or disposed in or upon the Premises or connected areas outside the Premises, or if the Premises or connected areas outside the Premises, are or become contaminated in any manner, for which Lessor is legally liable, Lessor shall indemnify, defend and hold Lessee harmless from all related claims, judgments, penalties, costs or losses, including all expenses incurred for investigation, removal, remediation and restoration mandated by federal, state and local governments, together with Lessee's attorney fees.

C. "Hazardous Substances" mean all toxic, ignitable, reactive and corrosive substances regulated by federal, state or local governments.

## **SECTION TWENTY-TWO RULES AND REGULATIONS**

The rules and regulations of Lessor set forth as Exhibit "B", which may be amended from time to time, are expressly made part of this Agreement and Lessee agrees to abide by the same to the extent said rules and regulations are not inconsistent with the terms of this Agreement.

### **SECTION TWENTY-THREE**

#### **TERMINATION**

A. Upon termination of this Agreement, Lessee shall quit the Premises peaceably, with no damage to the Premises, normal wear and tear excepted. Lessee shall remove all personal property therein.

B. It is understood and agreed that either party may cancel this Agreement with or without cause upon providing thirty (30) day written notice to the other party, or immediately upon termination of the Lessee's agreement to provide services, or as specifically defined below.

C. The failure by Lessee or Lessor to make any payment or observe or perform any covenants, conditions or provisions of this Agreement required to be made, observed or performed by such party, after thirty (30) days written notice of such default shall constitute a default of this Agreement by such party; provided, however, that if the nature of the default (other than the payment of money) is such that more than thirty (30) days are reasonably required for its cure, then the defaulting party shall not be deemed to be in default if such party commences such cure within the thirty (30) day period and thereafter diligently prosecutes such cure to completion. Upon default, the non-defaulting party may pursue all remedies available under Nevada law, including termination of this Agreement and recovery of all damages caused by such default.

### **SECTION TWENTY-FOUR**

#### **EFFECT OF AGREEMENT**

A. This Agreement constitutes the entire contract between the parties and no obligations other than those set forth herein will be recognized unless endorsed hereon in writing.

B. The covenants and agreements herein contained are binding on the parties hereto, their successors, assigns and legal representatives.

*Remainder of page left blank intentionally.*

**IN WITNESS WHEREOF**, the parties hereto have set their hands as of the day and year first above written.

LESSOR: WASHOE COUNTY, a political  
subdivision of the State of Nevada

By \_\_\_\_\_  
David Humke, Chairman  
Washoe County Commission

LESSEE: THE GREAT BASIN  
INSTITUTE, A NEVADA NON-PROFIT

By \_\_\_\_\_  
Its \_\_\_\_\_

STATE OF NEVADA    )

:

COUNTY OF WASHOE )

On this \_\_\_\_ day of \_\_\_\_\_, 2014, before me a Notary Public in and for the  
County of Washoe, State of Nevada, personally appeared \_\_\_\_\_, known to me  
to be the person described in and who executed the foregoing instrument, and who acknowledged to me  
that he/she executed the same freely and voluntarily and for the uses and purposes therein mentioned.

\_\_\_\_\_  
Notary Public

STATE OF NEVADA    )

:

COUNTY OF WASHOE )

On this \_\_\_\_ day of \_\_\_\_\_, 2014, before me a Notary Public in and for the  
County of Washoe, State of Nevada, personally appeared \_\_\_\_\_, known to me  
to be the person described in and who executed the foregoing instrument, and who acknowledged to me  
that he/she executed the same freely and voluntarily and for the uses and purposes therein mentioned.

\_\_\_\_\_  
Notary Public



## **EXHIBIT “A”**

### **Services to be provided by Lessee in lieu of rent**

#### **1. Operation of Galena Creek Recreation Area Visitor Center**

- a. Lessee shall operate and have open to the public the Galena Creek Recreation Area Visitor Center (VC) on a year-round basis. Days and hours of operation may be modified depending on the season and visitor use with prior approval from Lessor.

Days and hours of operation will be as follows:

<b>Facility/Site</b>	<b>Dates of Operation</b>	<b>Days/Hours of Operation</b>
Visitor Center	May 1 – Oct. 15*	9am-6pm, Tuesday thru Sunday
	Oct 15 April 30*	9am-4pm, Friday – Sunday**

\* Exact dates may be adjusted each year so that opening/closing occurs on the closest weekend.

\*\*Possible extended days of operation during winter break for local school district.

- b. Lessee shall staff VC with paid employees and/or volunteers. Staffing levels shall be based on use of the facility, but it is anticipated to have 2-3 staff daily during the summer season and 1-2 staff daily during the winter season.
- c. All Lessee paid and volunteer staff working at the VC will be given training by Lessee in customer service, incident/accident report writing and emergency response procedures specific to the facility. Lessor will work with Lessee to provide proper training on policies and procedures specific to the operation and maintenance of the facility.
- d. All Lessee staff is expected to conduct themselves in a polite, friendly and professional manner at all times while at the VC or the leased Premises.
- e. All Lessee staff will wear a standardized uniform shirt that clearly identifies him or her as staff. Lessee staff will also be required to wear nametags.
- f. All signs, or other promotional materials must have prior approval from Lessee prior to posting or distribution.
- g. Lessee shall contact Lessor in the case of any emergency and call 911 as appropriate.

#### **2. Retail Sales**

- a. Retail sales will be a function of the operation of the VC and shall be the responsibility of Lessee. The emphasis for sales inventory will be typical of other visitor centers on Federal land. Sale items may include “branded” souvenirs (e.g., key chains, coffee mugs,

clothing, etc.), books featuring the region, maps and nature oriented items. Additionally, the VC will offer informational brochures provided by the U.S. Forest Service, Washoe County Regional Parks & Open Space, Washoe County, Nevada Department of Wildlife and other agencies and organizations.

All items for sale or distribution at the VC must be appropriate. The Lessor holds the right to determine the appropriateness of any item for sale or distribution at the VC. If an item is determined inappropriate for sale or distribution by Lessor, Lessor will notify Lessee to determine the proper course of action which may include removal from VC. Examples of inappropriate items may include, but are not limited to: adult, explicit and/or graphic material.

### 3. Maintenance of the Galena Creek Recreation Area Visitor Center

- a. Lessee shall understand that the overall appearance and cleanliness of the VC is extremely important and is often a big factor in the customers' experience. Lessee shall be responsible for providing the following maintenance standards:

## Restroom Facilities Standard

Restrooms will function properly, be well stocked and odor-free. These facilities will comply with health department standards and Forest Service critical national developed site standards, and will meet minimum required tasks.

### Restroom Facilities Tasks

Task	Description	Frequency	Season
Clean Sinks/Fixtures and Mirrors	Use proper disinfectant, check for proper function, wash down, and keep graffiti free.	Once daily minimum Twice daily in heavy used areas during peak season.	12 months for open facilities
Clean Toilets	Use proper disinfectant, check for proper function, wash down.	Once daily minimum Twice daily in heavy use areas during peak season.	12 months for open facilities
Clean Floors	Sweep, disinfect, mop, and wash down.	Once daily minimum	12 months for open facilities
Clean Walls and Ceilings/Stall dividers	Free of graffiti and debris. Wash as necessary.	Weekly	12 months for open facilities
Empty trash containers	Dispose if over 1/2 full, clean barrels when necessary	Inspect once daily	12 months for open facilities
Stock Supplies	Replace trash bags, keep disinfectant, cleaning too's, toilet paper in stock. Replace T.P. on holders when less than 10% remaining.	Once daily minimum, or as to not run out	12 months for open facilities
Lights Fixtures	Inspect for function, broken lenses, wires, bulbs	Inspect weekly	12 months for open facilities
Structures	Inspect interior/exterior for ware & tear (vandalism), check doors and locks, graffiti free, check skylights and windows.	Inspect weekly	12 months for open facilities
Storage /chase areas	Keep clean and stocked. Report leaks to supervisor.	Weekly	12 months for open facilities
Pest control (N/A)	Correct identification and proper control methods. Use of Chemical, mechanical, cultural or biological when appropriate, determined by supervisor. Chemical applications used according to legal requirements as defined on label.	As needed	Yearly

## Paved Surfaces Standard

Paved pathways, parking lots and other paved areas will have smooth surfaces, be properly marked or signed and, where night use is intended, be adequately lighted. Pathways and parking lots will be free of litter and graffiti.

### Paved Surfaces Tasks

Task	Description	Frequency	Season
Clean walks	Keep free of hazards and debris by sweeping, washing or blowing	Inspect weekly and clean as necessary	Year round
Litter Removal	Pick up all debris in designated areas	Daily or as necessary	Year round
Clean stairs	Keep free of hazards and debris by sweeping, washing or blowing	Inspect weekly and clean as necessary	Year round
Clean gutters	Keep free of hazards and debris by sweeping, washing or blowing	Inspect Monthly and clean as necessary	Year round
Graffiti Removal	Remove or paint out any visible graffiti. Report to appropriate agency.	Inspect daily and perform interdepartmental repairs within 24hrs.	Year round
Snow Removal	Remove mechanically, physically or chemically as available, in designated location, with priority set by supervisors.	As needed	Seasonal
Weed control	Remove all invasive vegetation chemically or mechanically. Maintain 3' set back off roads.	As needed	Seasonal

## Building (Interior) Cleaning Standard

Floors will be clean and free of food and other debris. Walls will be clean. Shelves and countertops will be clean and free of dust. Trashcans will accept items for disposal. Windows will be clear.

### Building (Interior) Cleaning Standard

Task (Maintenance Inspections, Repairs, Replace, etc.)	Description	Frequency	Season
Clean floors	Sweep or blow off, use proper cleaning agent when needed, wash down, keep graffiti and food free, remove standing water. Dry clean in off-season. Dispose of debris.	Inspect daily, clean as needed but minimum 2/week	Year round
Countertops	Wipe off with proper cleaning agent; keep graffiti, debris and food free.	Clean and inspect daily	Year round
Trash containers	Dispose if over ½ full, clean barrels when necessary.	Inspect once daily.	Year round
Shelves, windows, windowsills, and walls	Clean shelves, windows, walls and windowsills with proper cleaning agent.	Spot clean as needed, clean monthly	Year round
Light fixtures	Inspect for function, broken lenses, wires and bulbs.	Inspect once daily.	Year round

## Building (Interior) Cleaning Standard

Floors will be clean and free of food and other debris. Walls will be clean. Shelves and countertops will be clean and free of dust. Trashcans will accept items for disposal. Windows will be clear.

### Building (Interior) Cleaning Standard

<b>Task (Maintenance Inspections, Repairs, Replace, etc.)</b>	<b>Description</b>	<b>Frequency</b>	<b>Season</b>
Tables/ Benches	Check integrity of equipment.	Quarterly	Year Round
Exhibit Cleaning	Clean exhibits according to manufacturer specifications. Exhibits kept free of dust and/or fingerprints.	Spot clean as needed, clean monthly	Year Round

## Building (Exterior) Standard

### Building (Exterior) Standard

<b>Task (Maintenance Inspections, Repairs, Replace, etc.)</b>	<b>Description</b>	<b>Frequency</b>	<b>Season</b>
Exterior of building (eaves, coves, corners, grounds, etc.)	Keep eaves, coves, corners and grounds free of debris and cobwebs	As needed	Year round

- b. Lessee shall be responsible for purchasing cleaning supplies. Lessor shall be responsible for supplying trash bags, paper towels, toilet paper and toilet seat covers.
- c. Lessee shall notify Lessor for any vandalism or needed repairs to the VC.
- d. Lessor shall be responsible for the maintenance of the facility systems such as the leach field, sewer system, HVAC system, water system and fire system.

#### 4. Emergency Response

- a. In the event of an emergency, Lessee shall contact the appropriate responders and/or 911 first, and then contact Lessor.

#### 5. Interpretive Exhibits

- a. Interpretive exhibits will be an integral part of the Visitor Center and may include both inside and outside displays. The Galena Creek Recreation Area Exhibit Plan will be used to guide and determine all exhibits within the Galena Creek Recreation Area (GCRA). All exhibits must have prior approval from the Forest Service during the design phase and prior to being fabricated. Lessee will work with Lessor and Forest Service on exhibit planning and funding opportunities.

6. Community Programs

- a. Lessee will work with Lessor to develop various free and fee-based community programs to be offered at the VCK, CRA, and the Galena Creek Regional Park. The programs will be education based and will have a natural, historical and/or cultural theme. All programs offered by Lessee must have prior approval from Lessor. Additionally, any programs offered on Federal Land must have prior approval from the U.S. Forest Service and it will be the Lessor's responsibility to gain approval. Lessor will coordinate with Lessee on any programs offered by Lessor.
- b. Occasionally seasonal employees and/or interns from the Eastern Sierra Interpretive Association are stationed at the Carson Ranger District. A requirement of these positions is to participate in interpretive programming. The Forest Service, Lessee and Lessor will cooperate on including this personnel into interpretive programming offered at the GCRA as appropriate.

7. Compilation of use and revenue data

- a. Lessee shall submit annually a report to Lessor containing the attendance and gross revenue generated for each individual community program offered in connection or affiliated with the Galena Creek Visitor Center and Galena Creek Regional Park; gross revenue for gift store sales and the number of visitors to the Center. This data shall be collected and reported on a calendar year basis (January 1 through December 31) and shall be submitted to Lessor no later than March 1 of each year.

**EXHIBIT "B"**

**Lease (Office)**

**Rules and Regulations of the Building**

1. Lessee, its agents, employees, invitees and any person present because of Lessee's occupation of the Premises, shall not in any way obstruct the sidewalks, entry passages, corridors, halls, stairways, or use the same in any other way than as a means of passage to and from their respective offices, not permit anything to be done in the Premises, nor bring nor keep anything therein, which will in any way increase or tend to increase the rate of fire insurance, or which will obstruct or interfere with the rights of other tenants, or in any way injure or annoy

them, or which shall conflict with the regulations of the Fire Department or the fire laws or with any insurance policy on the building or any part thereof, or with rules or ordinances established by the District Board of Health; and they shall not make or permit any improper noises in the building, nor throw substances of any kind out of the windows or doors, or in the halls or passageways, nor sit on nor place anything upon the window sills, nor bring into nor keep within the building any animal or motorcycle; and Lessee agrees that it will pay any damages that Lessor may suffer by a violation of this clause.

2. The sash doors, sashes, windows, glass doors, partitions, lights and skylights, that reflect or admit light into the halls or other places of the building shall not be covered or obstructed. In this connection, no drapes or other type window covering may be utilized without prior approval of Lessor.

3. The water closets and urinals shall not be used for any purposes other than for which they were constructed and no plaster of Paris, sweepings, rubbish, ashes, newspaper or other substances of any kind shall be thrown into them. Waste and excessive use of water or heat will not be allowed.

4. No sign, advertisement or notice shall be inscribed, painted, or affixed on any part of the outside or inside of said building without the written consent of Lessor, and if such consent shall be given by Lessor, any such sign, advertisement or notice shall be inscribed, painted or affixed by Lessor, but the cost of any painting, inscribing, of affixing shall be charged to and paid by Lessee.

5. When electric wiring of any kind is introduced it must be connected as directed by Lessor and no boring or cutting of walls, woodwork or wires shall be done without the consent of Lessor. The location of telephones, telegraph instruments, electric appliances, call boxes, etc. shall be prescribed by Lessor. All work related to the wiring must be presented to and approved by Lessor's Community Services Department.

6. Lessor shall have the right to prescribe the weight, size and position of all safes and other property brought into the building and also the times and manner of moving the same in and out of the building and all such moving must be done under the supervision of Lessor. Lessor will not be responsible for loss of damage to any such safe or property from any cause but all damage done to the building by moving or maintaining any such safe or property shall be

repaired at expense to Lessee. At Lessor's election all safes shall stand on timbers of such size and shall be designated by Lessor.

7. Lessee must observe strict care not to leave the Premises exposed to the elements and for any default or carelessness in this respect Lessee shall make good all injuries or damages sustained by other tenants in the building and by Lessor.

8. All glass, locks and trimmings in or upon the doors and windows belonging to the building, shall be kept whole and whenever any part thereof shall be broken, the same shall immediately be replaced or repaired and put in order under the direction and to the satisfaction of Lessor and shall be left whole or in good repair, together with the same number and kind of keys as may be received by Lessee on entering upon possession and of any part of said building, or during tenancy.

9. The Premises shall not be used for lodging or sleeping purposes.